


**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In Re:	:	Bankruptcy No. 19-21621-GLT
Scott A. Marx	:	Chapter 13
Debtor	:	Doc. No. ____
Scott A. Marx	:	
Movant	:	Response: 2/22/2024
	:	Hearing: March 13, 2024
Movant	:	at 10:30 a.m.
v.	:	
Planet Home Funding, LLC	:	
Ronda J. Winnecour, Chapter 13 Trustee	:	Related to Docket No. 175
Respondent	:	

**ORDER OF COURT ON DEBTOR'S MOTION TO APPROVE LOAN
MODIFICATION CONCERNING REALTY KNOWN AS
711 GALLION AVENUE PITTSBURGH, PA 15226**

AND NOW, this _27th Day of February, 2024, upon consideration of the Motion for Approval of a Loan Modification Concerning Realty known as 711 Gallion Avenue Pittsburgh, PA 15226 it is hereby ORDERED, ADJUDGED, and DECREED that the Movants and Respondent are permitted to Modify the existing Note and Mortgage, as dated December 1, 2005, in favor of Planet Home Lending, LLC, Mortgage recorded in the Office of the Recorder of Deeds of Allegheny County on December 27, 2025 at Book M, Volume 31283, Page 361, subject to the terms set forth in the attached modification agreement.

BY THE COURT:


Chief Judge Gregory L. Taddonio
U.S. Bankruptcy Judge

ENTERED BY DEFAULT

This Document Prepared By:
MICHAEL SCHMIDT
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450
(855) 884-2250

When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

Tax/Parcel #: 62-S-200

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$41,000.00

Investor Loan No.: 2000009986

Unpaid Principal Amount: \$46,280.26

Loan No: 2000009986

New Principal Amount: \$61,269.81

Capitalization Amount: \$14,989.55

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate with Balloon Payment)

This Loan Modification Agreement ("Agreement"), made this **25TH** day of **JANUARY, 2024**, between **SCOTT A. MARX, INDIVIDUALLY** ("Borrower") whose address is **711 GALLION AVE, PITTSBURGH, PENNSYLVANIA 15226** and **PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST, NATIONAL**

ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA TRUST 2015-1

(“Lender”), whose address is **120 ERIE CANAL DR SUITE #240, ROCHESTER, NY 14626**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the “Security Instrument”), and Timely Payment Rewards Rider, if any, dated **DECEMBER 1, 2005** and recorded on **DECEMBER 27, 2005** in **INSTRUMENT NO. 2005-155719 BOOK 31283 PAGE 361**, of the **OFFICIAL** Records of **ALLEGHENY COUNTY, PENNSYLVANIA**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the “Property”, located at

711 GALLION AVE, PITTSBURGH, PENNSYLVANIA 15226
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

A. RENEWAL AND EXTENSION OF LIEN

It is the intention of the Borrower and Lender that the lien of the Security Instrument shall secure the debt evidenced by this Refinancing Instrument and that the Security Instrument hereby shall be renewed and extended, as of the Refinancing Date, so long as required to secure such debt until it is paid in full. In connection with the foregoing:

- (i) The Maturity Date of the debt evidenced by this Refinancing Instrument is set forth in Section D.3(A), below.
- (ii) Lender is expressly subrogated to all rights with respect to the Property, prepayment, and acceleration to which the holder of the Balloon Note was entitled by reason of the Security Instrument.
- (iii) In the event that any portion of the debt evidenced by this Refinancing Instrument cannot be lawfully secured by the Security Instrument as so renewed and extended, principal payments shall be applied first to that portion not so secured.
- (iv) Borrower acknowledges that the lien securing the Balloon Note is hereby renewed and extended, amended as provided immediately below, and is in full force and effect until the debt evidenced by this Refinancing Instrument is paid in full.

B. AMENDMENT OF THE SECURITY INSTRUMENT

All of the terms of the Balloon Rider are cancelled, null, and void as of the Refinancing Date.

C. CO-GRANTOR LIABILITY

Any party that signs below as a "Co-grantor" did not execute the Balloon Note but signs below to grant and convey, under the terms of the Security Instrument, such interest as that party may have in the Property. Such party is not personally obligated to pay the debt evidenced by this Refinancing Instrument and secured by the Security Instrument (as renewed, extended, and amended hereby), and agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to such debt or the Security Instrument (as renewed, extended, and amended hereby) without such party's consent.

1. As of **FEBRUARY 1, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$61,269.81**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.5000%** from **FEBRUARY 1, 2024**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$358.71** beginning on the **1ST** day of **MARCH, 2024**. The new Maturity Date will be **SEPTEMBER 1, 2052**.

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest	Monthly* Escrow Payment	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-343	6.5000%	02/01/2024	\$358.71	\$193.19 May adjust periodically	\$551.90 May adjust periodically	03/01/2024	343
Balloon	6.5000%	N/A	\$34,799.88 which is an estimated amount			09/01/2052	1

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security

Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

6. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt**

7. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue

Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

In Witness Whereof, I have executed this Agreement.

Borrower: SCOTT A MARX

Date

2/1/24

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of PENNSYLVANIA

County of Allegheny

This record was acknowledged before me on February 1 2024 (date)
by SCOTT A MARX (name(s) of individual(s)).

This notarial act involved the use of communication technology.

(Stamp)

Melinda S Perry
Signature of notarial officer

Melinda S Perry
Printed Name and Title of office

My commission expires: 8/20/2027

Commonwealth of Pennsylvania - Notary Seal
Melinda S. Perry, Notary Public
Allegheny County
My commission expires August 20, 2027
Commission number 1262941
Member, Pennsylvania Association of Notaries

In Witness Whereof, the Lender has executed this Agreement.

**PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST, NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA
TRUST 2015-1**

By Stephanie L Fox NMLS #1641956 (print name) _____ Date _____
Director Portfolio Management (title)

_____[Space Below This Line for Acknowledgments]_____

State of NEW YORK

SS:

County of MONROE

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared **STEPHANIE L FOX NMLS #1641956**, the **DIRECTOR PORTFOLIO MANAGEMENT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____. This remote notarial act involved the use of communication technology.

CARIE SCIABICA, Notary Public

My commission expires: 08/06/2026

EXHIBIT A

BORROWER(S): SCOTT A. MARX, INDIVIDUALLY

LOAN NUMBER: 2000009986

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF PITTSBURGH, COUNTY OF ALLEGHENY, STATE OF PENNSYLVANIA, and described as follows:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE 19TH WARD OF THE CITY OF PITTSBURGH, COUNTY OF ALLEGHENY AND STATE OF PENNSYLVANIA, BEING TWO CERTAIN LOTS NUMBERED 1127 AND 1128 IN THE BROOKLINE 2ND PLAN WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN PLAN BOOK VOLUME 23, PAGES 34 AND 35, SAID LOTS TOGETHER FRONTING 65 FEET ON THE NORTHEASTERLY SIDE OF GALLION AVENUE AND HAVING A DEPTH OF 142.8 FEET TO A 15 FOOT ALLEY.

BEING KNOWN AND NUMBERED AS 711 GALLION AVENUE, PITTSBURGH, PA 15226.

BEING DESIGNATED AS BLOCK & LOT NO. 62-S-200 IN THE DEED REGISTRY OFFICE OF ALLEGHENY COUNTY, PENNSYLVANIA.

Source of Title: INSTRUMENT NO. 2005-43687 DEED BOOK 12702, AT PAGE(S) 519

ALSO KNOWN AS: 711 GALLION AVE, PITTSBURGH, PENNSYLVANIA 15226

Date: JANUARY 25, 2024

Loan Number: 2000009986

Lender: PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST, NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA
TRUST 2015-1

Borrower: SCOTT A MARX

Property Address: 711 GALLION AVE, PITTSBURGH, PENNSYLVANIA 15226

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE
PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR,
CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or
before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes,
agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any
combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or
agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make
a financial accommodation.


Borrower
SCOTT A MARX

2/1/24
Date

Date: JANUARY 25, 2024

Loan Number: 2000009986

Lender: PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST, NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA
TRUST 2015-1

Borrower: SCOTT A MARX

Property Address: 711 GALLION AVE, PITTSBURGH, PENNSYLVANIA 15226

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST,
NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE
OF MFRA TRUST 2015-1

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


SCOTT A MARX

2/1/24
Date

CERTIFICATE OF RESIDENCE

TITLE OF DOCUMENT

LOAN MODIFICATION AGREEMENT (MORTGAGE)

BETWEEN:

SCOTT A MARX (assignor/Mortgagor/grantor)

AND:

**PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST, NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA TRUST
2015-1**
(assignee/Mortgagee/grantee)

I do hereby certify that the precise address of the within named Mortgagee is:

**PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST, NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA TRUST
2015-1**

**120 ERIE CANAL DR SUITE #240
ROCHESTER, NY 14626**

By: _____

Print Name: _____

Title: _____



In re:
Scott A. Marx
Debtor

Case No. 19-21621-GLT
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0315-2
Date Rcvd: Feb 27, 2024

User: auto
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 29, 2024:

Recip ID	Recipient Name and Address
db	+ Scott A. Marx, 711 Gallion Avenue, Pittsburgh, PA 15226-1630

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 29, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 27, 2024 at the address(es) listed below:

Name	Email Address
Bryan P. Keenan	on behalf of Debtor Scott A. Marx keenan662@gmail.com melindap662@gmail.com;keenan.bryanp.r106644@notify.bestcase.com;ciennal662@gmail.com
Denise Carlon	on behalf of Creditor Nationstar Mortgage LLC d/b/a Mr. Cooper dcarlon@kmlawgroup.com
Elizabeth K. Holdren	on behalf of Creditor Wilmington Trust National Association. not in its Individual capacity, but solely as Trustee for MFRA Trust 2015-1 eholdren@hillwallack.com, eholdren@ecf.courtdrive.com;hwbknj@hillwallack.com
Jeffrey R. Hunt	on behalf of Creditor Pittsburgh Water & Sewer Authority jhunt@grblaw.com
Jeffrey R. Hunt	on behalf of Creditor City of Pittsburgh & School District of Pittsburgh jhunt@grblaw.com

District/off: 0315-2

User: auto

Page 2 of 2

Date Rcvd: Feb 27, 2024

Form ID: pdf900

Total Noticed: 1

Kaitlin Shire

on behalf of Creditor Planet Home Lending LLC. kshire@hillwallack.com,
lharkins@ecf.courtdrive.com;hwbknj@hillwallack.com;aemberger@ecf.courtdrive.com

Keri P. Ebeck

on behalf of Creditor Duquesne Light Company kebeck@bernsteinlaw.com
btemple@bernsteinlaw.com;jdryer@bernsteinlaw.com;kebeck@ecf.courtdrive.com

Office of the United States Trustee

ustpreion03.pi.ecf@usdoj.gov

Ronda J. Winnecour

cmecf@chapter13trusteedpa.com

S. James Wallace

on behalf of Creditor Peoples Natural Gas Company LLC ecpeoples@grblaw.com PNGbankruptcy@peoples-gas.com

Stephen Russell Franks

on behalf of Creditor Nationstar Mortgage LLC d/b/a Mr. Cooper amps@manleydeas.com

William E. Craig

on behalf of Creditor Credit Acceptance Corporation wcraig@egalawfirm.com
mhazlett@mortoncraig.com;mortoncraigecf@gmail.com

TOTAL: 12